

**ORIGINAL**

FILED  
COURT OF CLAIMS  
OF OHIO

IN THE OHIO COURT OF CLAIMS

2016 APR -5 PM 3:08

RICKY JACKSON

Plaintiff

v.

THE STATE OF OHIO

Defendant

Case No. 2015-00127-WI

Judge Patrick M. McGrath

SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS

1. This Settlement Agreement and Release of All Claims is made by and between Ricky Jackson ("Plaintiff") and the State of Ohio ("Defendant").
2. Plaintiff has asserted a claim against Defendant in an action now pending in the Court of Claims, captioned *Ricky Jackson v. the State of Ohio* and identified as Ohio Court of Claims Case No. 2015-00127-WI.
3. This agreement and release is made as a compromise between the parties as a complete and final settlement of their incidents, claims, differences, and causes of action that were or could have been alleged in Court of Claims Case No. 2015-00127 WI.
4. It is understood by Plaintiff and Defendant that the facts upon which this this agreement and release are made may hereafter prove to be other than or different from the facts now known by either of them or believed by either of them to be true. Each of the parties hereto expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties hereto agree that all the terms of this agreement and release shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.
5. The parties agree that the terms of this agreement and release bind the parties hereto, their assigns, and their successors in interest.
6. Plaintiff understands that this agreement and release is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on the part of Defendant. The source of the claim by Plaintiff is the wrongful incarceration of Plaintiff by the State of Ohio.
7. This agreement and release contain the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein.

8. In consideration of the mutual covenants set forth herein, the parties agree as follows:

A. Plaintiff and Defendant hereby resolve this case for the total sum of \$3,711,311.60, of which amount, the sum of \$1,008,055.80 has already been paid. Defendant shall pay Plaintiff the remaining amount of \$2,703,255.80 as set forth herein, pursuant to the Ohio Revised Code Section 2743.19. This entire sum will be invested in an investment management account with PNC Wealth Management. No representation is made by Defendant as to the tax consequences of the payment amount specified in this Settlement Agreement. The sum referred to in this paragraph 8(A) shall be paid as follows:

1. Defendant shall issue a check in the amount of \$2,647,055.80 payable to "PNC Bank, N.A. for an investment management account in the name of Ricky Jackson aka Rickey Jackson."
2. In addition, Defendant shall pay the sum of \$56,200.00 to "Michele L. Berry, Attorney at Law for Attorney's and expert fees and expenses."
3. Plaintiff and Defendant acknowledge that the sum of \$1,008,055.80 has already been paid by Defendant in a preliminary settlement agreement. The nature of this preliminary payment was 50% of the amount due to Plaintiff Ricky Jackson per ORC § 2743.48(E)(2)(b).

B. Nature of Payments. Plaintiff and Defendant acknowledge that the total remaining amount due to Plaintiff (as detailed in Paragraph 8(A)(1)) and the total amount already paid to Plaintiff (as detailed in Paragraph 8(A)(3)) constitute damages in a case for wrongful imprisonment. The total settlement figure, \$3,711,311.60, shall be composed of the following and distributed in the manner set forth in this Settlement Agreement:

1. \$56,200.00 pursuant to R.C. 2743.48(E)(2)(a) and R.C. 2743.48(F)(2) for attorney's and expert fees and expenses to Michele Berry, Attorney at Law; Burke Rosen & Associates; and Dr. Jacqueline Wenkman;
2. \$2,016,111.60 pursuant to R.C. 2743.48(E)(2)(b), of which \$1,008,055.80 already has been distributed;
3. \$1,600,000.00 in economic losses pursuant to R.C. 2743.48(E)(2)(c); and
4. \$39,000.00 pursuant to R.C. 2743.48(E)(2)(d).

C. Plaintiff does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and its agents, servants, employees and officers, personally and in any other capacity, from any and all claims, actions, causes of action, demands, costs, loss of services, expenses, and any and all other damages which the undersigned ever had, now has, or may have, or claim to have, against the State of Ohio or its agents, servants, employees or officers, on account of or in any way arising out of the

incidents, claims, and/or causes of action that were or could have been alleged in Court of Claims Case No. 2015-00127-WI. This is not a waiver of claims asserted against any defendant or future defendant, except for the State of Ohio and its agents, employees, and officers, in *Ricky Jackson v. City of Cleveland, et al.*, No. 1:15CV00989 (U.S. District Court for the N.D. Ohio), or any damages arising therefrom.

D. Plaintiff is not waiving his right to pursue claims against city or county officers, employees, servants, or agents; nor is he waiving claims other than those pursuant to O.R.C. § 2743.48; nor is he waiving claims against state officers, employees, servants, or agents other than those claims pursuant to O.R.C. § 2743.48. Nor is this a waiver of claims asserted against any defendant or future defendant, except for the State of Ohio and its agents, employees, and officers, in *Ricky Jackson v. City of Cleveland, et al.*, No. 1:15CV00989 (U.S. District Court for the N.D. Ohio), or any damages arising therefrom.

9. Plaintiff and Defendant acknowledge that all payments made under this agreement and release are on account of Plaintiff's wrongful imprisonment and Plaintiff's economic losses directly resulting from his wrongful imprisonment.
10. Assignee as Sole Obligor. Plaintiff hereby expressly agrees that once payment is made by Defendant to PNC Bank, N.A. pursuant to this Settlement Agreement, all the duties and responsibilities otherwise imposed on Defendant by this agreement and release shall instead be binding solely upon PNC Bank, N.A.
11. Non-Assignment by Plaintiff. Any Periodic Payments to be received by Ricky Jackson pursuant to this agreement and release are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by Plaintiff nor does Plaintiff have power to do the same.
12. Reliance by Plaintiff. The Plaintiff has negotiated this agreement and release. Plaintiff warrants, represents, and agrees that Defendant has not provided any advice as to the legal and income tax consequences arising out of this Agreement. Accordingly, Plaintiff hereby releases and forever holds harmless Defendant, any and all counsel or consultants for said Defendant, from any claim, cause of action, or other rights of any kind, which Plaintiff may assert because legal, income tax, or other consequences of this Agreement.
13. Plaintiff agrees to be bound by a journal entry dismissing with prejudice the above-described claim known as Ohio Court of Claims Case No. 2015-00127-WI.
14. The parties hereto acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Attorney General, as required by Ohio Revised Code Section 2743.15(A), and Rule 7(A) of the Rules of the Court of Claims, for the Attorney General's approval, and the Ohio Attorney General has approved the Settlement Agreement. If the Attorney General shall fail or

10. Reliance by Plaintiff. The Plaintiff has negotiated this agreement and release. Plaintiff warrants, represents, and agrees that Defendant has not provided any advice as to the legal and income tax consequences arising out of this Agreement. Accordingly, Plaintiff hereby releases and forever holds harmless Defendant, any and all counsel or consultants for said Defendant, from any claim, cause of action, or other rights of any kind, which Plaintiff may assert because legal, income tax, or other consequences of this Agreement.

refuse to approve the settlement, this Settlement Agreement shall be null and void and without force or effect, and none of the parties shall be bound hereby.

- 15. The parties hereto acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Court of Claims as required by Ohio Revised Code Section 2743.15(A), and Rules 7(A) and (B) of the Rules of the Court of Claims, for the Court's approval, and the Court has approved the Settlement Agreement. If the Court shall fail or refuse to approve the Settlement Agreement, this Settlement Agreement shall be null and void and without any force or effect, and none of the parties shall be bound thereby.
- 16. This Settlement Agreement may be executed in several counterparts and all such parts shall together constitute one final agreement as if signed by the Parties, and each such counterpart shall be deemed to be an original.
- 17. The undersigned have read this Settlement Agreement, understand all its terms, if signing on behalf of a principal, have authority to sign settlement documents on its behalf, and have executed this Settlement Agreement voluntarily.

**IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release of All Claims on the day and date indicated below their respective signatures.**

4-4-16  
DATE

[Signature]  
**RICKY JACKSON**  
Plaintiff

Sworn to and subscribed in my presence this 4th day of April, 2016.

  
5/30/16  
DATE

**DONALD R. CASTER**  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

[Signature]  
NOTARY PUBLIC

[Signature]  
**MICHELE BERRY**  
Counsel for Plaintiff  
Tax ID No. \_\_\_\_\_

4/5/16  
DATE

[Signature]  
**PETER E. DEMARCO**  
**AMY S. BROWN**  
Assistant Attorneys General  
Counsel for Defendant

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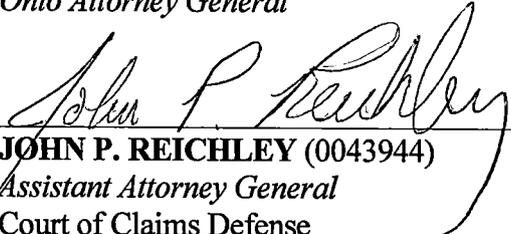
ATTORNEY GENERAL'S  
APPROVAL OF SETTLEMENT  
AGREEMENT AND RELEASE

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Pursuant to Ohio Revised Code §2743.15(A), the undersigned designee of the Ohio Attorney General has reviewed the Settlement Agreement and Release in the above-captioned action and hereby approves it this 5<sup>th</sup> day of April, 2016.

**MICHAEL DEWINE**

*Ohio Attorney General*

  
**JOHN P. REICHLEY (0043944)**

*Assistant Attorney General*

Court of Claims Defense

150 East Gay Street, 18<sup>th</sup> floor

Columbus, OH 43215

Phone (614) 466-7447

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[John.Reichley@ohioattorneygeneral.gov](mailto:John.Reichley@ohioattorneygeneral.gov)

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JOURNAL ENTRY APPROVING  
SETTLEMENT

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The Court, being fully advised as to the premises, approves and confirms the Settlement Agreement and Release of All Claims entered into by and between the parties and ORDERS the cause be DISMISSED with prejudice to all parties. Court costs are assessed against Defendant without deduction from Plaintiff's deposit. No interest shall be paid on the amount of the settlement.

It is further ORDERED that a settlement warrant shall be drawn on the account of the State of Ohio for the sum of Two Million, Six Hundred Forty-seven Thousand, Fifty-five and 80/100 Dollars. (\$2,647,055.80) payable to "PNC Bank, N.A. for an investment management account in the name of Ricky Jackson aka Rickey Jackson" as denoted in the agreement and release. This warrant shall be sent in care of Omid Sattarian and/or Jennifer Chess, Vice President, Senior Client Advisor, PNC Wealth Management, 1900 East Ninth Street, Cleveland, OH 44114; or alternatively, Plaintiff's attorney, Michele Berry.

It is further ORDERED that a separate second settlement warrant shall be issued, drawn on the account of the State of Ohio, for Fifty-Six Thousand, Two Hundred and No/100 Dollars

(\$56,200.00) payable to Michele L. Berry, Attorney at Law, for the Payment of professional fees & expenses. This second warrant shall be sent to Plaintiff's attorney.

DATE: \_\_\_\_\_

\_\_\_\_\_  
**JUDGE, COURT OF CLAIMS OF OHIO**

Entry cc:

PETER E. DEMARCO  
AMY S. BROWN  
Assistant Attorneys General  
Ohio Attorney General's Office  
Court of Claims Defense Section  
150 East Gay St., Floor 18  
Columbus, OH 43215

MICHELE L. BERRY  
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